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SUPERIOR COURT

2023 JUN -7 PM 3:16

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DASIA SEABROOKS

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN JOAQUIN

11 DASIA SEABROOKS, as an aggrieved
employee and Private Attorney General,

12 Plaintiff,

13 vs.

14 CHILDREN'S HOME OF STOCKTON, a
15 California corporation; and DOES 1 through
50, inclusive,

16 Defendants.

Case No.:

STK-CV-UCOE-2023-5841

17 REPRESENTATIVE ACTION
18 COMPLAINT

19 DEMAND FOR TRIAL BY JURY

(1) Violation of Cal. Labor Code § 2699,
(Private Attorneys General Act)

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By Fax

1 Plaintiff DASIA SEABROOKS ("Plaintiff"), as an aggrieved employee, and as a Private
2 Attorney General, based upon facts that either have evidentiary support or are likely to have
3 evidentiary support after a reasonable opportunity for further investigation and discovery, alleges
4 as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendant CHILDREN'S HOME OF
7 STOCKTON and DOES 1 THROUGH 50 (hereinafter also collectively referred to as
8 "Defendants") a representative action on behalf of himself and certain other current and former
9 employees of Defendants against whom one or more of the alleged violations was committed
10 (hereinafter collectively referred to as the "Aggrieved Employees") pursuant to California Labor
11 Code sections 2698, *et seq.* Plaintiff is an aggrieved employee against whom one or more of the
12 alleged violations occurred. The civil penalties sought by Plaintiff exceed the minimal jurisdiction
13 limits of the Superior Court and will be established according to proof at trial.

14 2. The Court has jurisdiction over this action pursuant to the California Constitution,
15 Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes"
16 except those given by statute to other courts. The statutes under which this action is brought do
17 not specify any other basis for jurisdiction.

18 3. This Court has jurisdiction over Defendants because, upon information and belief,
19 Defendants are citizens of California, have sufficient minimum contacts in California, or
20 otherwise intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play and
22 substantial justice.

23 4. Venue is proper in this Court because, upon information and belief, Defendants
24 maintain offices, have agents, and/or transact business in the State of California, County of San
25 Joaquin.

26 **PARTIES**

27 5. Plaintiff Dasia Seabrooks is an individual residing in the County of San Joaquin,
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1 State of California.

2 6. Defendant Children's Home of Stockton, is and at all times herein mentioned was,
3 a corporation organized and existing under the laws of the State of California, and registered to
4 do business in the state of California.

5 7. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive,
6 and therefore sues these defendants by such fictitious names. The Doe defendants may be
7 individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges,
8 that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent,
9 servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at
10 all times mentioned acting within the scope, purpose, consent, knowledge, ratification and
11 authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this
12 Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and
13 believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in
14 some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged
15 were proximately caused by its conduct. Children's Home of Stockton and Doe Defendants 1
16 through 50 are collectively referred to herein as "Defendants."

17 8. Defendants are and at all times herein mentioned were, (a) conducting business in
18 the County of San Joaquin, State of California, and (b) the employer of Plaintiff consistent with
19 the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

20 9. Plaintiff further alleges that Defendants, directly or indirectly controlled or
21 affected the working conditions, wages, working hours, and conditions of employment of Plaintiff
22 and the Aggrieved Employees so as to make each of said Defendants employers and employers
23 jointly liable under the statutory provisions set forth herein.

24 **GENERAL ALLEGATIONS**

25 10. Defendants manage a Short-Term Residential Therapeutic Program for children
26 up to 18 years of age.

27 11. Defendants employed Plaintiff to work as a Youth Counselor from approximately
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1 February 25, 2022, to August 22, 2022.

2 12. At all relevant times set forth herein, Defendants employed Plaintiff and the
3 Aggrieved Employees as hourly-paid or non-exempt employees.

4 13. Throughout the time period involved in this case, Defendants had the authority to
5 hire and terminate Plaintiff and the Aggrieved Employees; to directly or indirectly control work
6 rules, working conditions, wages, working hours, and conditions of employment of Plaintiff and
7 the Aggrieved Employees; and to hire and terminate the employment of Plaintiff and the
8 Aggrieved Employees.

9 14. At all times herein mentioned, Defendants were subject to the Labor Code of the
10 State of California and the applicable Industrial Welfare Commission Orders.

11 15. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in
12 an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
13 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring
14 Plaintiff and the Aggrieved Employees to work off the clock without compensation, thereby
15 failing to pay them for all hours worked, including minimum and overtime wages. In addition,
16 Defendants routinely failed to permit Plaintiff and the Aggrieved Employees to take timely and
17 duty-free meal periods and rest periods in violation of California law.

18 16. Throughout the time period involved in this case, Defendants have implemented
19 policies and practices which failed to provide Plaintiff and the Aggrieved Employees with timely
20 and duty-free meal periods in accordance with the applicable IWC Wage Order. For instance,
21 Plaintiff and other Aggrieved Employees who were in charge of Defendants' residents in
22 Defendants' residential care program were required to remain on duty during meal periods but at
23 times did not eat with the residents. In other instances, Plaintiff and other Aggrieved Employees
24 were required to remain on duty but were not provided the same meal as the residents. In other
25 instances employees who were not in sole charge of the residents and did not eat with the
26 residents were not authorized or provided the opportunity to take a duty-free meal break.

27 17. When employees did not qualify for an exemption under the Wage Order
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1 Defendants routinely failed to relieve Plaintiff and the Aggrieved Employees of all duties during
2 their meal periods, regularly failed to relinquish control over Plaintiff and the Aggrieved
3 Employees during their meal periods, regularly failed to permit Plaintiff and the Aggrieved
4 Employees a reasonable opportunity to take their meal periods, and regularly impeded or
5 discouraged Plaintiff and the Aggrieved Employees from taking thirty (30) minute uninterrupted
6 meal breaks no later than the end of their fifth hour of work and/or from taking a second thirty
7 (30) minute uninterrupted meal break no later than their tenth hour of work for shifts lasting more
8 than ten (10) hours. Defendants also failed to maintain accurate records of meal periods taken by
9 Plaintiff and the Aggrieved Employees.

10 18. Throughout the time period involved in this case, Defendants did not adequately
11 inform Plaintiff and the Aggrieved Employees of their right to take meal periods under California
12 law. Moreover, Defendants systematically disregarded their own written policies regarding the
13 provision and timing of meal periods for Plaintiff and the Aggrieved Employees. Instead,
14 Defendants' actual policy and practice was to schedule Plaintiff and the Aggrieved Employees in
15 a way that prohibited them from taking timely and duty-free meal periods, and to require Plaintiff
16 and the Aggrieved Employees to work through their meal periods, for which they were not
17 compensated.

18 19. Throughout the time period involved in this case, Defendants failed to pay Plaintiff
19 and the Aggrieved Employees premium wages for meal periods that were missed, late,
20 interrupted, or shortened in violation of California law. Defendants knew or should have known
21 that Plaintiff and the Aggrieved Employees were entitled to receive all meal periods or payment
22 of one additional hour of pay at their regular rate of pay when a meal period was missed, short,
23 late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to provide
24 legally compliant meal periods to Plaintiff and the Aggrieved Employees, and routinely failed to
25 pay one additional hour of pay to Plaintiff and the Aggrieved Employees at their regular rate of
26 pay when a meal period was missed, short, late, and/or interrupted.

27 20. Throughout the time period involved in this case, Defendants have implemented
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1 policies and practices which prohibited Plaintiff and the Aggrieved Employees from taking timely
2 and duty-free rest periods in accordance with the applicable IWC Wage Order. For instance, when
3 Plaintiff and the Aggrieved Employees were not in sole charge of the residents in Defendants'
4 residential care program Defendants regularly failed to provide, authorize, and permit Plaintiff
5 and the Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift
6 lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods
7 for every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize,
8 permit, and provide such rest breaks in the middle of each work period.

9 21. Throughout the time period involved in this case, when Plaintiff and other
10 Aggrieved Employees were the sole charge of the residents in Defendants residential care
11 program Defendants failed to authorize and permit Plaintiff and other Aggrieved Employees to
12 take another rest period when the employee was affirmatively required to interrupt his or her rest
13 break to respond to the needs of the residents.

14 22. Throughout the time period involved in this case, Defendants did not adequately
15 inform Plaintiff and the Aggrieved Employees of their right to take rest periods under California
16 law. Moreover, Defendants systematically disregarded their own written policies regarding the
17 provision and timing of rest periods for Plaintiff and the Aggrieved Employees. Instead,
18 Defendants' actual policy and practice was to schedule Plaintiff and the Aggrieved Employees in
19 a way that regularly prohibited them from taking timely and duty free rest periods, and to regularly
20 require Plaintiff and the Aggrieved Employees to work through their rest periods.

21 23. Throughout the time period involved in this case, Defendants failed to pay Plaintiff
22 and the Aggrieved Employees premium wages for rest periods that were missed, late, interrupted,
23 or shortened in violation of California law. Defendants knew or should have known that Plaintiff
24 and the Aggrieved Employees were entitled to receive all rest periods or payment of one
25 additional hour of pay at their regular rate of pay when a rest period was missed, short, late, and/or
26 interrupted. Notwithstanding this knowledge, Defendants routinely failed to authorize and permit
27 Plaintiff and the Aggrieved Employees to take duty-free rest periods, and failed to pay one
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1 additional hour of pay to Plaintiff and the Aggrieved Employees at their regular rate of pay when
2 a rest period was missed, short, late and/or interrupted.

3 24. Throughout the time period involved in this case, Defendants regularly required
4 Plaintiff and the Aggrieved Employees to perform work off the clock to complete all of their
5 assigned duties.

6 25. Throughout the time period involved in this case, Plaintiff and the Aggrieved
7 Employees worked more than sixteen (16) hours in a day and forty (40) hours in a week.

8 26. Throughout the time period involved in this case, Defendants failed to correctly
9 calculate the hours worked each workweek and regularly failed to pay Plaintiff and other
10 Aggrieved Employees all overtime compensation owed to Plaintiff and the Aggrieved Employees
11 when they worked in excess forty (40) hours in a single work week, or double time compensation
12 owed when Plaintiff and other Aggrieved Employees worked in excess of sixteen (16) hours in a
13 day or forty-eight (48) hours in a single work week. Defendants knew or should have known that
14 Plaintiff and the Aggrieved Employees were entitled to receive certain wages for overtime
15 compensation and that they were not receiving the correct wages for overtime and double time
16 compensation.

17 27. Throughout the time period involved in this case, Defendants failed to correctly
18 compensate Plaintiff and the Aggrieved Employees one and a half times their correct regular rate
19 of pay for the purposes of overtime or two times their correct regular rate of pay for purposes of
20 double time, particularly in instances where Plaintiff and the Aggrieved Employees worked at
21 two or more different rates of pay within the same workweek.

22 28. Throughout the time period involved in this case, Defendants regularly failed to
23 pay Plaintiff and the Aggrieved Employees at least minimum wages for all hours worked.
24 Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled
25 to receive at least minimum wages for all hours worked and that they were not receiving at least
26 minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter*
27 *alia*, failing to pay Plaintiff and the Aggrieved Employees at the required minimum wage pursuant
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1 to California law, requiring Plaintiff and the Aggrieved Employees to perform work off the clock.

2 29. Throughout the time period involved in this case, Defendants regularly failed to
3 pay Plaintiff and the Aggrieved Employees all wages owed to them upon discharge or resignation.
4 Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled
5 to receive all wages owed to them upon termination within the time permissible under California
6 Labor Code section 202. Plaintiff and the Aggrieved Employees did not receive payment of all
7 final wages owed to them upon discharge or resignation, including overtime compensation and
8 minimum wages within any time permissible under California Labor Code section 202.

9 30. Throughout the time period involved in this case, Defendants regularly failed to
10 pay Plaintiff and the Aggrieved Employees all wages within any time permissible under
11 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or
12 should have known that Plaintiff and the Aggrieved Employees were entitled to receive all wages
13 owed to them during their employment. Plaintiff and the Aggrieved Employees did not receive
14 payment of all wages, including overtime compensation, minimum wages, meal and rest period
15 premiums.

16 31. Throughout the time period involved in this case, Defendants regularly failed to
17 provide complete or accurate wage statements to Plaintiff and the Aggrieved Employees.
18 Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled
19 to receive complete and accurate wage statements in accordance with California law, but, in fact,
20 they did not receive complete and accurate wage statements from Defendants. The deficiencies
21 included, *inter alia*, the failure to include the total number of hours worked, the actual gross wages
22 earned, the correct rates of pay.

23 32. Throughout the time period involved in this case, Defendants regularly failed to
24 keep complete or accurate payroll records for Plaintiff and the Aggrieved Employees. Defendants
25 knew or should have known that Defendants were required to keep complete and accurate payroll
26 records for Plaintiff and the Aggrieved Employees in accordance with California law, but, in fact,
27 did not keep complete and accurate payroll records.
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33. Throughout the time period involved in this case, Defendants regularly failed to maintain accurate records relating to Plaintiff's, and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

34. Throughout the time period involved in this case, Defendants knew or should have known that they had a duty to compensate Plaintiff and the Aggrieved Employees pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendants' profits.

35. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly ... for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code § 2699, Et Seq.)

(Against All Defendants)

36. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

37. Plaintiff brings his first cause of action as a representative action on behalf of himself and similarly Aggrieved Employees in the capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA").

38. PAGA specifically provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code §

1 2699(a).

2 39. Plaintiff was employed by Defendants and the Labor Code violations alleged above
3 were committed against him during his time of employment. Plaintiff is therefore, an "aggrieved
4 employee" under PAGA.

5 40. As set forth in detail above, during all times relevant to this Action, Defendants
6 have routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor
7 Codes by:

- 8 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
9 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 10 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
11 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 12 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
13 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional
14 hour of premium pay for meal period violations in violation of Labor Code §§
15 226.7 and 512.
- 16 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to
17 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved
18 Employees an additional hour of premium pay for rest period violations in
19 violation of Labor Code §§ 226.7 and 512.
- 20 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end
21 of their employment in violation of Labor Code § 203.
- 22 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
23 during employment in violation of Labor Code § 204.
- 24 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
25 itemized wage statements in violation of Labor Code § 226.
- 26 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved
27 Employees' work periods, meal periods, total daily hours, hours per pay period,
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1 total wages and compensation, and applicable pay rates in violation of Labor Code
2 § 1174(d) and the applicable IWC Wage Order.

3 41. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,
4 individually and on behalf of the Aggrieved Employees and the State of California, requests and
5 is entitled to recover penalties against Defendants for the Labor Code violations described above,
6 including but not limited to penalties under California Code of Regulations Title 8 section 11050,
7 penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5,
8 and 1197.1, and any and all additional penalties and sums as provided by the California Labor
9 Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount
10 to be shown according to proof at trial.

11 42. Plaintiff has exhausted his administrative remedies pursuant to Labor Code
12 §2699.3. On March 29, 2023, Plaintiff, through his counsel of record, by online filing with the
13 Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants,
14 notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage
15 Orders that Defendants have violated, including the facts and theories to support the violations,
16 and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the
17 filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than sixty-
18 five (65) days have elapsed since the mailing of Plaintiff's March 29, 2023, notice, and the Labor
19 and Workforce Development Agency has not indicated that it intends to investigate the violations
20 discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties
21 for himself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

22 43. Plaintiff was compelled to retain the services of counsel to file this court action to
23 protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties
24 owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs
25 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

26 44. Plaintiff may amend this complaint as a matter of right pursuant to California
27 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods
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1 specified in Labor Code §2699.3.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff, as an aggrieved employee and as a private attorney general,
4 prays for relief and judgment against Defendants, jointly and severally, as follows:

5 **As to the First Cause of Action**

6 1. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor
7 Code;

8 2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
9 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
10 Code and/or other applicable statutes; and

11 3. For such other relief as the Court deems just and proper.
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14 Dated: June 5, 2023

PROTECTION LAW GROUP, LLP

15
16 By: 

Heather Davis
Amir Nayebdadash
D. Luke Clapp

Attorneys for Plaintiff
DASIA SEABROOKS
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DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: June 5, 2023

PROTECTION LAW GROUP, LLP

By: 

Heather Davis
Amir Nayebdadash
D. Luke Clapp

Attorneys for Plaintiff
DASIA SEABROOKS